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A G R E E M E N T

Between

12-20-2012
12-31-12

THE JUDGES OF THE HUDSON COUNTY COURT
HUDSON COUNTY, NEW JERSEY

and

THE HUDSON COUNTY PROBATION OFFICERS ASSOCIATION

2013-000
NOT NEGOTIATE

A G R E E M E N T

THIS AGREEMENT made the 20th day of December , 1972, by and between the Judges of the Hudson County Court, Hudson County, New Jersey, and their successors (hereinafter referred to as "The Judges"), and the Hudson County Probation Officers Association (hereinafter referred to as the "Association").

1. The Judges hereby recognize the Association, pursuant to the Laws of 1968, Chapter 303 (New Jersey Employer-Employee Relations Act), as the sole and exclusive representative of Probation Officers, Senior Probation Officers, and Principal Probation Officers I and II, of the Hudson County Probation Department, to negotiate matters relating to salaries and working conditions for employees in those titles as fall within the purview of the Judges, pursuant to N.J.S.A. 2A:168-1, et seq.

2. It is agreed by and between the parties hereto that the annual rates of pay for all Probation Officers, Senior Probation Officers, and Principal Probation Officers I and II, for the years 1973 and 1974, shall be as indicated in an Order Fixing Salaries entered by the Judges of the Hudson County Court on December 20th , 1972, and filed in the Hudson County Clerk's on December 20th , 1972. A copy of said Order Fixing Salaries is attached hereto and made a part of this Agreement.

3. In accordance with the aforementioned salary schedules, each Probation Officer who is permanently promoted before reaching his maximum in the lower position, will be moved to a step in the higher classification which is above the salary earned in the lower classification. The basis for promotions will be the standardized classifications and specifications for all Probation Officer ranks agreed upon by the New Jersey Department of Civil Service in cooperation with the Administrative Office of the Courts, dated June 22, 1965, and any supplements thereafter.

4. Probation Officers using their personal automobiles in the performance of official duties shall be reimbursed at the rate of fifteen cents (\$.15) per mile.

5. Probation Officers who are required to remain on duty through the supper hour to accept reports of probationers shall receive a meal allowance of \$3.50 for each duty assignment, to be paid in accordance with the provisions of N.J.S.A. 2A:168-8.

6. In addition, Probation Officers shall be reimbursed for expenses entailed in using toll roads, such as, the New Jersey Turnpike and the Garden State Parkway, in the performance of official duties, pursuant to the provisions of N.J.S.A. 2A:168-8.

Further, parking fees while doing field

work will be reimbursed under the provisions of N.J.S.A. 2A:168-8. However, no Officer working in his normal office location shall receive reimbursement for parking expenses while working in the office.

7. When Officers are required to remain on duty beyond the hours when the Courts and the Probation Office are closed, the Chief Probation Officer is authorized to provide compensatory time off of an equivalent amount for those Officers so affected. Such leave shall be granted when it will least affect the operations of the Courts and the Probation Department.

8. For the duration of this agreement current vacation practices will continue with regard to the number of vacation days and to the scheduling of such vacation in conformity with N.J.S.A. 11:24A-1 and N.J.A.C. 4:1-17.14.

9. As authorized by N.J.S.A. 34:13A-5-3, the parties agree that a complaint or grievance of any Probation Officer relating to the interpretation, application or alleged violation of any provision of this contract, if not otherwise provided for in law or in applicable rule and regulations having the force and effect of law, shall be settled in the following manner:

Step 1. The grievance shall first be taken to the employee's immediate supervisor, i.e., the Principal Probation Officer, who shall make an effort to resolve the problem within a reasonable

period of time; within three (3) working days, if possible. At this level, a complaint need not be in writing;

Step 2. If not resolved at the supervisory level, the grievance shall be put in writing, signed by the aggrieved Officer, and submitted to the Chief Probation Officer, who shall acknowledge its receipt within three (3) working days and shall render a decision within five (5) working days thereafter.

Step 3. If the aggrieved Officer is not satisfied with the decision of the Chief Probation Officer, he may choose to utilize one of the following three options for a final determination of the grievance:

- (a) He may appeal to the Civil Service Commission under the laws and rules governing the operation of that agency;
- (b) He may appeal to the County Court Judges, in which case the decision of the Judges shall be final and shall be rendered with reasonable promptness. The Judges may designate a representative from outside the Probation Department to hear and make recommendations for disposition.
- (c) He may request the matter to be heard by an impartial arbitrator, who shall be selected by the agreement of both parties in accordance with the conventionally used rules and procedures utilized for this purpose by recognized public and private arbitration agencies;
 - 1. The decision of the arbitrator shall be final and binding on both parties;
 - 2. The cost of arbitration shall be borne equally by the parties to the contract.

It is expressly understood that the right to submit a grievance to binding arbitration as outlined in Step 3-c above, is limited exclusively to the interpretation and application of the specific provisions of this Agreement. Other grievances not associated with the interpretation and application of this Agreement, shall be subject only to the application of Steps 1, 2 and 3-a and b, for their resolution. In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an Attorney of his own choosing, or by a bona fide member of the Association designated to represent him pursuant to this Agreement.

10. The provisions of this Agreement shall remain in effect until December 31, 1974, and by mutual concurrence of both parties they may be continued for an additional calendar year. Should any provision be found in violation of any law or any rule having the force and effect of law, all other provisions shall remain in effect for the duration of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 20th day of December, 1972.

FOR THE ASSOCIATION:

Gori J. Carfora
Gori J. Carfora, President

Francis W. Serafin
Francis W. Serafin, Vice Pres.

Barbara Mongillo
Barbara Mongillo, Secretary

Michael Coyne
Michael Coyne, Treasurer

FOR THE JUDGES:

Alfred M. Cozzi JCC

Samuel A. Schneiderman JCC

Edward F. Hamill JCC

Frank A. Verga JCC

Raymond W. Young JCC